

# Hawaiian Gazette.

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HONOLULU, H. T., TUESDAY, DECEMBER 20, 1904—SEMI-WEEKLY.

WHOLE No. 2652

## INSANE ASYLUM CONTRACT MUST BE CARRIED OUT

**Contractors Refuse to Arbitrate and the Matter  
Is Now Up to the Officials of the  
Territory.**

The American-Hawaiian Engineering and Construction Company has refused the proposition made in behalf of Superintendent of Public Works Holloway to submit its grievances in the matter of the Insane Asylum contract to arbitration.

The case, therefore, comes back to Mr. Holloway to make the next move. It will be in the form of an order to begin work at once on the contract to construct the main building of the asylum under penalty of declared forfeiture of contract and the resulting suit on the bond given by the contracting concern. There seems, under the law, no other course open to the officers of the Government.

The refusal of the contracting company to submit its claims to arbitration came in the form of a letter addressed to Governor Carter yesterday. In reply he wrote that he could do nothing further in the matter and would therefore refer the whole case back to Superintendent Holloway, with a recommendation to proceed according to the advice of Attorney General Andrews.

The Insane Asylum contract has been pending now before the Department of Public Works for a number of months past. Only a few weeks since, becoming impatient that work had not been begun under the contract, Mr. Holloway wrote to the contractors ordering them to begin work forthwith, and informing them that if this were not done he would take the next step under the law. Mr. Holloway had already consulted the Attorney General upon the matter and had been informed that it was entirely within his power to cancel the contract and proceed for recovery on the bond. In answer to his letter the contracting company represented that in its view he had made an impossible specification in the contract, and asked for time to hear from its representative in San Francisco, Mr. Amweg, relative to the merits of several machines for making concrete blocks as nearly as possible like those called for in the contract.

The contractors were granted until the coming of the next mail from the coast by Mr. Holloway, and, in the meantime, carried their case before Governor Carter, presenting a long statement of what was claimed to be facts from the contractor's side. They were given a full hearing by Governor Carter and the chief executive has gone into the case with the utmost thoroughness, gathering testimony from all the parties at interest, or who have ever had even a remote connection with the asylum contract.

It was immediately following the hearing of the representatives of the contractors on last Thursday afternoon that the Governor submitted to the representatives of the company Mr. Holloway's proposition to submit to arbitration the only point left by the American-Hawaiian people in doubt upon their own representation to the Governor. That was the point as to whether, in the drawn specifications for the Insane Asylum, that clause which provided for the kind of concrete bricks to be used in the walls was ambiguous. Mr. Holloway agreed to leave the determination of this point to any two competent men in the Territory of Hawaii. Upon this statement being made to the representatives of the contracting company they expressed their willingness to have the matter so decided, but left the Governor with the impression that the hitch was in the choice of arbitrators. They were given until Saturday afternoon to cable Mr. Amweg upon this point, the Governor taking upon himself the responsibility for this forty-eight hours of delay.

Instead of naming their arbitrators the representatives of the contracting

"If there has been fraud I want to have it come out. High or low, I want to know it."—Governor Carter.

company wrote to the Governor raising some new points, entirely apart from the matter it had been agreed upon to arbitrate. Upon receipt of this letter Governor Carter wrote that he could not consent to the introduction of any foreign matter at this point. He said that he did not consider it fair to all parties.

And then, yesterday, came the refusal of the contractors to submit the case to arbitration at all. The reasons for the refusal to arbitrate given in the letter of the contracting company are:

"That no arbitration could be binding upon the Government, and even after it had been had there would follow no protection to the contracting company from the proceeding of any citizen who might be inclined to commence injunction proceedings against them to stop their work; that there was no person in the Territory sufficiently informed upon the matter at issue who was sufficiently impartial to give his decision weight; that the bondsmen of the company under the contract objected to any arbitration without a determination of the question of fraud in the specifications."

**FRAUD IS ALLEGED.**  
And here comes a story. In the hearing before Governor Carter the representatives of the American-Hawaiian Construction Company had said that they would not press any allegation of fraud in connection with the Insane Asylum contract. Nevertheless, in the papers laid before the Governor by the representative of the company that allegation is made. That, in fact, is the story. It is a long story, as told by the documents on file with the Governor, and it must be understood that the story as it is related is the story of the representatives of the American-Hawaiian Construction Company.

This story does not make a direct charge of fraud against Mr. Holloway. It does charge, however, that a trap was set for Holloway in the preparation of the specifications for the Insane Asylum building, and that he walked into it unwittingly.

The story hangs upon the particular specification naming the kind of concrete block that should be used in the construction of the building. Under the specifications, which Mr. Amweg claimed he had not noticed sufficiently until after the contract was signed, it is claimed that a concrete block is called for which must be tamped and pressed at the same time—a thing which the contractors claim is physically impossible and a new departure in mechanics. Now the claim is set up that before the specifications were drawn up the architect of the building, F. W. Beardslee, had been informed that L. E. Pinkham, now president of the Board of Health, had made certain concrete blocks by hand, of finer grain upon one side than upon the other, which blocks were shown to Beardslee and Holloway, and made the basis upon which the specifications were drawn. It is charged further in the statement of the contracting company's case on file with Governor Carter that Pinkham had entered into an agreement with the Concrete Construction Company, which was the opposing bidder for the work, to make a machine that would make the contract blocks for the said company, unknown to the American-Hawaiian Company. The contracting company claims that Architect Beardslee admitted to them that he had drawn the plans and specifications for the Insane Asylum building in accordance with the desires of the Concrete Construction Company.

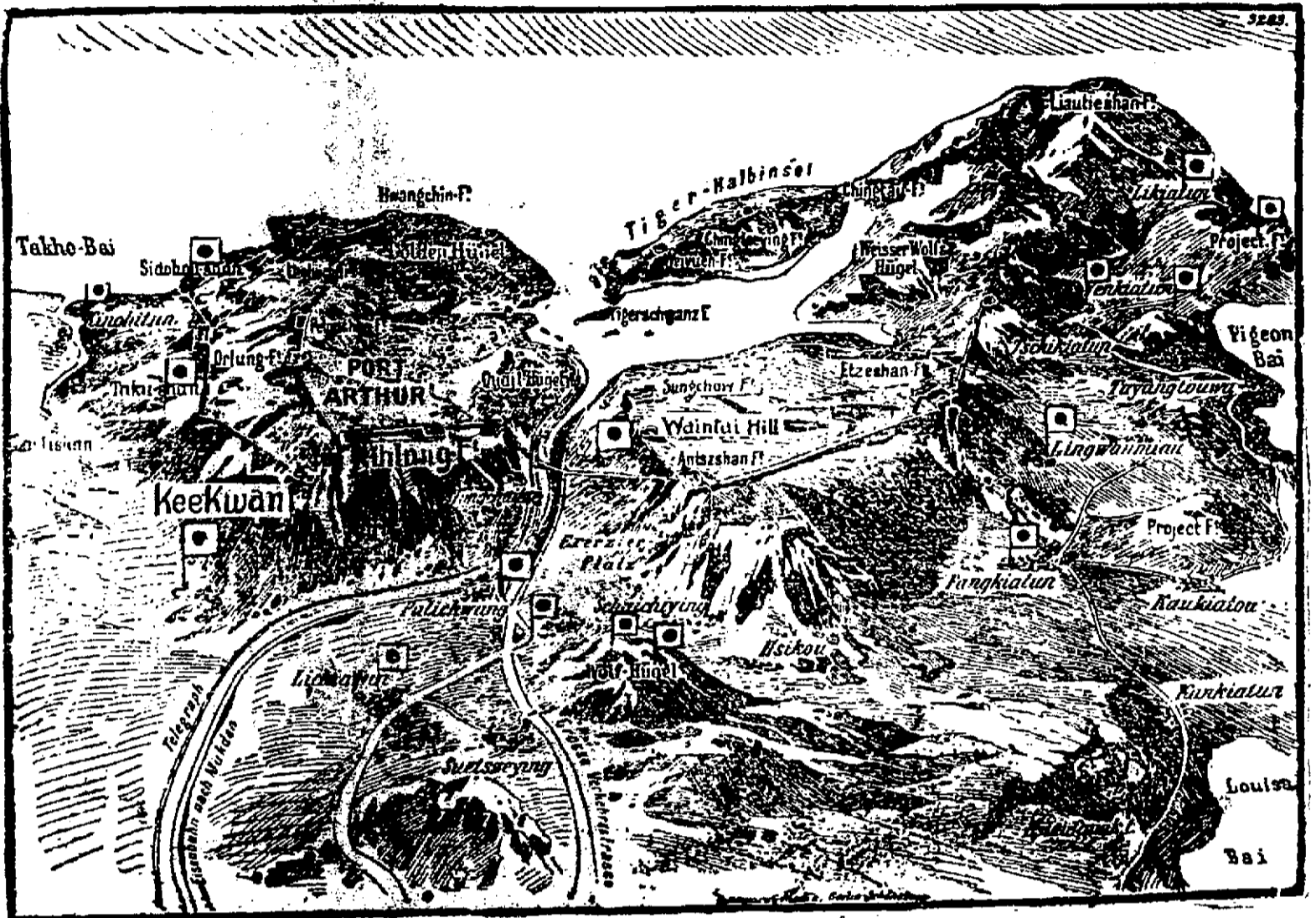
In support of this a copy of a contract is offered purporting to be in Beardslee's handwriting, offering to them the machine in question, and which contract they say they refused to sign. Under the provisions of this alleged contract the claim is made that Beardslee would have cleared \$2000.

**AN ADVERSE COMBINATION.**

Proceeding with the presentation of their case the contractors claim that there was a combination of contractors against them at the time that the contract was let. In proof of this the fact is cited that when their bid was put for this work several bids that had

(Continued on Page 5.)

## EXPLODE MINE AND TAKE GREAT PORT ARTHUR FORT



KEE KWAN FORT, LATELY CAPTURED, MAY BE SEEN TO THE LEFT OF THE PICTURE.

## NEW RULES PROPOSED FOR GOVERNMENT OF THE REPUBLICAN PARTY

One of the recommendations in the proposed amendments to the by-laws of the Republican party organization presented last night to a special meeting of the executive committee by a committee of five members, was the elimination entirely from all participation in politics of every salaried official in the employ of the Territory. It proposed to go to such drastic lengths as to prevent any one on the Territorial payroll from being a member of a precinct, district, central or executive committee or to be selected as a member of any nominating committee. The recommendation was not concurred in by all the committee members.

During a lively discussion following, led by J. C. Quinn, who favored doing away with all government officials from participation in politics, and Messrs. Harris and Rawlins, opposing, it was asserted by the former that "the people" wanted such a change, and if they did not obtain it they would "wage a war against the government."

The others contended that to tie a man's hands by such a rule was to take away from him his rights of citizenship. All agreed, however, that it would be a good principle to limit any man to hold not more than two proxies.

A member said aside that to put a barrier between men on the government payroll and election work would be to throw the political power in the hands of men who could not undertake the grave responsibilities of preparing a party for an election, and that if the framers of such a rule expected to get business men to take up such work they would be greatly mistaken.

The proposed amendments could not be passed upon last night, according

to the rules, but are to be placed before the public for consideration before the next regular meeting.

A memorial from Maui Hawaiians asking that the Governor's attention be called to an appropriation of \$5000 passed by the last Legislature for improving the road between Kipahulu and Kahikuni, but never applied, was read and ordered forwarded to the Governor with a request for favorable action.

**Bids for Kaunama School.**

Bids for the building of the Kaunama schoolhouse were opened by the Department of Public Works yesterday. The bids were as follows: H. Kendall, \$1123, and fifty days time to complete the structure; J. E. Gamalieson, \$1159, and sixty days; I. Erickson, \$1201.75, and sixty days; J. Springston, \$1120, and forty days.

The big ship Dirigo may be shifted to Railway wharf No. 2 to remain in strict quarantine owing to her cargo of Shanghai mud. It is said her present position in the stream is unsafe owing to the vessel standing so high out of the water. Dr. Cofer may give the order for the change.

Rebecca Nalpo and another girl companion were sent to prison yesterday for a month's stay for making nuisances of themselves.

The Wilder steamers will leave a day late next week owing to Monday being a holiday.

## CHADWICK MOVES ON.

PARIS, Dec. 20.—Chadwick has departed from London, ostensibly en-route for New York.

## NAN PATTERSON'S DEFENCE.

NEW YORK, Dec. 20.—Nan Patterson testified yesterday that Caesar Young committed suicide.

## Admiral Togo to be Recalled—Baltic Fleet Sighted From Cape of Good Hope. Naval Hero Buried.

(ASSOCIATED PRESS CABLEGRAMS.)

TOKIO, Dec. 20.—The Japanese placed two tons of dynamite beneath the North Kee Kwan fort, running shafts forty feet. A premature assault on the 18th, occurring simultaneously with the explosion, killed many Japanese. Huge rents were made in the walls, permitting the entrance of a second attacking party, which met with a desperate resistance. The garrison, however, was annihilated.

The Kee Kwan (sometimes spelled Kewan or Kikwan) Fort is situated on a high hill on the east side of the canyon through which the railway enters Port Arthur. It is a most important position as guns mounted upon it will sweep the northwestern part of the beleaguered city. The Tungkiwanshan forts reported captured in another dispatch are in the inner line of fortifications and command the eastern portion of Port Arthur through a canyon opening out toward the east. There are two forts, one on each side of the canyon that command it but no continuous line of fortification. The Japanese have evidently broken through the last complete ring of forts.

## HONORS TO A BRAVE MAN.

TOKIO, Dec. 20.—Commander Yesso, of one of the torpedo boats attacking the Sevastopol, was cut in twain by a shell. Part of his remains were recovered and buried with military honors similar to those bestowed upon the fragments of Commander Hirose in the early part of the war.

## TOGO TO BE RECALLED.

TOKIO, Dec. 20.—Admiral Togo will probably be recalled. The Emperor is preparing special honors for him.

## THE SEVASTOPOL USED UP.

TOKIO, Dec. 18.—The Russian battleship Sevastopol was torpedoed ten times. She is aground and evidently completely disabled. LONDON, Dec. 17.—Gen. Stoessel is again reported wounded, but not seriously.

ST. PETERSBURG, Dec. 17.—Advices from Mukden say there is desultory firing and skirmishing. Many Japanese were killed by the explosion of a Russian mine in the village of Nangansa.

USANCHEN, Dec. 17.—The movements on both sides are hampered by the freezing of wells and streams. There is no snow and no fuel. Brigandage is increasing.

## SIX WARSHIPS ABANDONED.

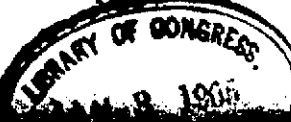
TOKIO, Dec. 19.—The Japanese have lost two torpedo boats altogether in the operations against the battleship Sevastopol at Port Arthur. The Russians have abandoned the Peresviet, Poltava, Pobieda, Pallada, Bayan and Retvizan.

## THIRD PACIFIC SQUADRON.

LIBAU, Dec. 19.—Work is being hurried on the third Pacific squadron.

## RUSSIANS WELL FIXED.

port service is working well. The soldiers are comfortably housed. Prices are high. Twenty-eight thousand Chinese refugees are being supported.



# BUSINESS FAIRLY GOOD

## Merchants Report That Trade Is On the Rise.

A composite statement of the leading merchants of the city gives the impression that business this year is better than last and that a rushing holiday trade is expected during the coming week. Furthermore, many of them believe that 1905 will be a prosperous year all around.

Some merchants took the occasion to mildly criticise the church fair craze, which, they say, cuts into their business to an extent hardly realized by the public at large. The merchants in the first place contribute to the fairs, some times in money, more frequently in merchandise, and then buy tickets, etc. The goods are often times sold for more than the merchants would charge, but as it is all done in the name of sweet charity they have not hitherto been disposed to criticise. Merchants say they are met on all sides with demands for contributions and the end of a year shows that through this medium they have had a heavy drain on their receipts.

Among those who had a word to say yesterday concerning the state of trade were the following:

H. F. Wichman & Co. (jewelers)—Business is quite up to the usual conditions. It is going to prove up very nicely this year in all our departments. In fact, our business is extremely good.

Henry May & Co. (grocers)—We are getting a good share of the holiday trade. Our Island orders are very heavy and equal those of last year, if not better. We expect the real Christmas rush to commence tomorrow.

Gunst-Eakln Co. (cigars and tobacco)—Business is much better than last year. It's pretty brisk.

I have the honor of advising you that this department will accept these bonds as security for such deposits on the basis of a percentage of their par value, whenever further deposits may be made on that such bonds may at any time be substituted for United States bonds now held as security for such deposits, on condition that the United States bonds released be used as security for additional bank note circulation."

order, eyesight and hearing, dizziness, irregular heart, debility, drowsiness, dropsy, deposits in the urine, etc. But if you keep the filters right you will have no trouble with your kidneys.

**Doan's Backache Kidney Pills** are sold by all chemists and storekeepers at 50 cents per box, or will be mailed on receipt of price by the Hollister Drug Co., wholesale agents for the Hawaiian Islands.

**McClanahan Very Ill.**

News was received yesterday that E. B. McClanahan, formerly with the law firm of Kinney, Ballou & McClanahan, is a very sick man in Chicago, and that fears are entertained that he will not recover.

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# MINORITY COMPLAINT

## It Is That the Majority Would Not Permit Inquiry.

(From Saturday's Advertiser.)

Passing the responsibility of failure as alleged to investigate fully the charges of fraud in the recent general election up to the majority of sixteen members was the tenor of the report of the minority of six members of the Federal Grand Jury presented to Judge Dole yesterday morning. So far as the refusal of the District Attorney to call witnesses was concerned, the minority contented itself with reciting the facts of such refusal. There is a sarcastic reference to the ante-election profession of the Territorial administration that it desired a fair and legal election, followed by the expression of a conviction that the efforts to secure that end were but indifferent. By implication alleging that the election was not fairly conducted the minority concludes with a recommendation to Congress in behalf of amending the election laws of the Territory so that no loophole for irregularities shall be left. Following is the minority report:

Honorable Sanford B. Dole, Judge of United States District Court, Territory of Hawaii.

Sir—A minority of the Grand Jury impaneled and sworn and charged by you on the 12th day of December, A. D. 1904, begs to submit herewith the following report:

We dissent from the report of the majority of this Grand Jury as we believe sufficient evidence has been produced for this Grand Jury, which, if properly brought out would have secured a conviction for offenses against the election laws of the United States, viz: Sections 5408, 5409 and 5508 of the Revised Statutes, if taken before a trial jury.

Other alleged violations of Federal laws besides those testified to by the witnesses present came to the knowledge of this jury in the course of their deliberations, and were not investigated.

There was an absolute refusal on the part of the majority of this Grand Jury to further pursue investigations which in the opinion of the minority would undoubtedly expose numerous other frauds and violations of the law punishable in this jurisdiction.

The names of twenty-seven witnesses besides those summoned were presented to the jury and evidence was given as to what they would testify to, showing conclusively the corrupt and fraudulent methods adopted with respect to the late election throughout the entire Territory.

When Colonel C. P. Lauke, the defeated candidate for delegate to Congress, applied to the United States District Attorney with a list of witnesses he replied as follows:

Mr. Breckons to Mr. Lauke—Up to the present time nobody has laid before me, as District Attorney, any complaint of any violation of the Federal laws relative to the recent election. You now hand me a list headed "Witnesses who should be subpoenaed before a Federal Grand Jury." I decline to receive any dictation as to what persons shall be brought before the Grand Jury to prove violations of Federal laws. In the matter of subpoenaing witnesses I shall be guided by my own judgment or the directions of the Grand Jury itself. In declining to subpoena witnesses in accordance with your dictation I do so for the reason that I know nothing whatever of what such witnesses might testify to. Any further communication with me on the subject must be had in writing.

Mr. Lauke replied to Mr. Breckons: "It is not in any way suggestive. I hand you this list, so that you can use it at your own discretion."

Mr. Breckons replied: "I reply that I shall lay before the Grand Jury what has happened relative to subpoenaing witnesses. That is all I have to say."

It is a matter of common knowledge that the voting this last election was substantially not secret. Probably a majority of the total number of ballots cast throughout the Territory were numbered, so that the identity of the voter of each ballot so cast could be conclusively established. This was due in the main to the neglect, and in some cases the refusal of inspectors to remove from the ballot its number before placing it in the ballot box.

It is claimed that this failure to insure the secrecy of the ballot specifically provided for by law, on the part of those to whom the enforcement of the law was intrusted, came about not through design but through the stupidity and ignorance of the inspectors. It is unfortunate in this connection that the failure to carry out the law resulted to the advantage of those to whom the enforcement of this law was intrusted, to wit the party in power. It would be extremely unfortunate for the good name of this Territory if the failure to procure the secrecy of the ballot should have come about through the hands of the very administration which was seeking to enforce a straight party vote from every one receiving employment from the Government.

We believe that further investigation should be had not only on the vital point whether the neglect to secure the secrecy of the ballot was through design or inadvertence but also to determine fully what steps should be taken to prevent a repetition of this evil. But the majority of the Grand Jury have declined to make any further investigation and the minority are helpless to enforce it. Perhaps further investigation may be futile but we believe it should be made. There is no evidence before us yet upon which we could determine

whether the wholesale deprivation of the voters of this Territory, of their lawful right to a secret vote, was through design or inadvertence, nor will our investigations justify any specific recommendations as to the cure, but in any event we believe, the Territorial Government is responsible for non-enforcement of the law. How deep this neglect has been, and whether criminal or not, as to any particular official or officials, we are not prepared to say, but we believe the Territorial Government had it in its power by vigilance and proper precautions to have secured a far better enforcement of the election laws than was secured to the voter this past election, and we recommend to the consideration of Congress, which has the control of our election laws in its hands, that the defects in the law which can permit such wholesale disregard of vital features of our election laws, be remedied so as to make it impossible that there should be a repetition of the unsatisfactory methods in vogue this last election.

All of which is respectfully submitted.

(Signed) S. M. Damon, John Effinger, H. McCriston, H. A. Wilder, J. B. Spitzer, J. W. McDonald.

### THE COURT'S DISMISSAL.

Judge Dole thanked the grand jurors, on behalf of the public, for their faithful and cheerful attention to the matters submitted to them. The subject matter handled by them had been one of peculiar delicacy and the fact that they had performed their duties with harmony and without apparent friction was something to be appreciated, as was also the evident frankness of the reports of both majority and minority. It was absolutely necessary, Judge Dole proceeded, that the election laws be kept inviolate. It would be hopeless to attempt to obtain the will of the people if the ballot were not kept free and secret, and the rights of the people would be prejudiced in a most essential feature if that were not done.

### SHE WAS DRIVEN INSANE.

Mabel Scott Hurtt, by her attorney, Henry E. Highton, has filed an answer to the libel for divorce brought by her husband, Alba M. Hurtt. She denies in detail his allegations of cruelty on her part. Ever since her departure from Honolulu under the compulsion of the libellant, on or about September 30, 1902, and for a long time previously, she declares, the libellant has been employed as yardmaster of the Honolulu depot of the O. R. & L. Co. at a salary of \$150 a month, while ever since the date mentioned she and their son, George Melton Hurtt, now nearly four years of age, have been destitute and living on the charity of her relatives at Pomona, Cal., who are all themselves poor.

Mrs. Hurtt appends to her answer, with references to it therein, the copy of an agreement made between her husband and herself at Pomona on January 23, 1903, whereby they agreed to condone all previous grounds of mutual recrimination and thereafter live in a state of separation. Hurtt engaged to pay his wife \$25 a month thereafter as a permanent allowance. She declares that he has only paid her \$10 since that agreement was executed and claims that he now owes her \$565 thereunder.

Mrs. Hurtt says the reason her husband refuses to pay the maintenance agreed upon is a claim he makes that part of the consideration of the agreement was that she, within one year, would institute divorce proceedings against him. According to her information such a bargain would have been illegal if made and she denies that it ever was made. So much did she suffer from his violation of the contract that she was confined in an asylum for the insane, from which she has but recently been released.

Praying that the libel in divorce may be dismissed Mrs. Hurtt asks that, failing such relief, the proceedings may be stayed until her husband has paid the \$565 due under the Pomona agreement.

### INSURANCE COMPANY LOSSES.

After a trial without a jury yesterday, Judge De Bolt decided the suit of Lee Ahlo vs. Royal Insurance Co. in favor of the plaintiff for \$2000 and interest at 6 per cent per annum from March 14, 1900. Castle & Withington for plaintiff, Robertson & Wilder for defendant.

### NEW BISHOP ESTATE TRUSTEE.

E Faxon Bishop's election as a trustee of the estate of Bernice Pauahi Bishop, in place of W. F. Allen who resigned on Nov. 25 last, was yesterday confirmed by Judge Robinson, to take effect upon the new trustee's filing a joint and several bond of himself and his co-trustees in the sum of one hundred thousand dollars.

### PROBATE MATTERS.

Judge Robinson has appointed S. Ochiai as guardian of the estate of Mine Sakuragawa, a minor, living with her mother in Tokio, Japan, under \$700 bond. The estate consists of the distributive share of the minor in her late father's estate, the amount being \$672.90, which is in the hands of Henry Smith clerk of the Judiciary department. Ochiai is cousin of his ward.

J. H. Craig executor of the estate of Constant Sterling has filed his bond in \$2500 with F. J. Lowrey and E. O. White as sureties.

### COURT NOTES.

Notice of motion to set aside for trial has been given by plaintiff in the ejectment suit of J. O. Carter vs. Kaula Kaikalahole et al. which will be presented before Judge Robinson on Monday. Kinney McManahan & Co. for plaintiff, C. W. Ashford II & E. Highton and J. J. Dunne for defendants.

It was stipulated on Thursday that the suit of James E. Fullerton vs. Kaula and Hilo Railway assume to on promissory note might be heard in vacation and set for trial yesterday. A few months thereafter as the judge might order. An insurance case on motion of the day prevented the hearing yesterday.

Judgment for defendant in the ejectment case of Blanche Letitia vs. Iola K. Kahinu with costs against plaintiff, was rendered yesterday by Judge De Bolt pursuant to oral decision made November 22. Defendant's bill made November 22. Defendant's bill made November 22. Defendant's bill made November 22.

# IT WILL BE POSTMASTER PRATT IN A FEW DAYS

(Special to the Advertiser.)

WASHINGTON, NOV. 16.—GOVERNOR CARTER HAS RECOMMENDED J. G. PRATT FOR POSTMASTER OF HONOLULU. IT IS EXPECTED THAT THE PRESIDENT WILL SEND MR. PRATT'S NAME TO THE SENATE ON THE 20TH.

WALKER.



J. G. PRATT, WHO WILL PROBABLY BE THE NEXT POSTMASTER OF HONOLULU.

# JUDGE LITTLE OF HILO IS THE MAN NOW AT PANAMA

port of this, he said that the whole treaty was in violation of international law and therefore void. Panama was not a sovereign and independent power and possessed no treaty-making power.

He said: "The treaty was signed by this infant republic, while in the political convulsions of birth, with no political mind.

An Eastern paper prints a picture of Judge Gilbert F. Little in correspondence from Panama, wherein the Judge's part in defending the lottery company is detailed. Following is an extract:

Judge Little's argument proved to be a comprehensive statement of the claims of Panama. He contended that the president misunderstandingly interprets the treaty in especial relation to the score of sovereign power over the zone.

"He forgets," said Judge Little, "that outside of what is necessary and convenient for the construction of the canal, the treaty is silent and he is absolutely powerless to read into the treaty lines that are not there and read out any of its plain provisions."

The Judge then made the astonishing declaration that the treaty itself was not entered into regularly and was, in fact, not a binding force upon either the United States or Panama. In supposing young to have fixed principles and too weak to defend them I might here remark that it is not usual for the midwife to take the baby in liquidation for services rendered. The president did this, however, in this case, and the United States took advantage of its weakness and inability to dictate terms which should surely have been demanded by any formidable government. The United States was practically making a treaty with itself.

"There is no record that this infant republic had the first vestige of authority from its people. Yet some of the officials of the United States claim that this poor little infant republic should be held with its hands tied and its sustenance taken from it because they have the power to do it."

"This is a question of American honor. And the people of the United States have too proud a sense of justice, are too conscious of their own strength, to permit any false construction to be put upon this treaty by the president in order that he may wring from so weak and friendly a nation rights, privileges, revenues or concessions which it could justly resent, under the rules of international law if it had the physical power to do so."

This speech caused a great sensation throughout the land and it was significant that, immediately after its delivery, Gov. Davis, evidently under orders from Washington, began to relent and the regular weekly imposition of some new order further limiting the sovereignty of Panama ceased. Gambling and selling lottery tickets, however, is still barred in the zone district and one can hear negro cab drivers excitedly talking about "interference with vested rights" though it is frequently doubtful if they know what that is all about further than that the zone rules somehow or other affect them.

Carlos Duque, son of the head of the lottery company, is the author of the statement that something that resembles graft is already in vogue in the zone. He said: "When the United States police began to arrest ticket sellers a certain police official in the American government's employ came to me, he said in an official capacity. I told him that in that capacity I would not talk with him. I added that I would be glad to talk with him unofficially. We discussed the lottery case and then he began to tell me, with significant accent, how the canal employees were mistreated and how he needed money. I instantly ordered him out of my door and I have not heard from him or his 'official' business since."

## THE TRUTH ALWAYS.

"When you are in doubt tell the truth." It was an experienced old diplomat who said this to a beginner in the work. It may pass in some things, but not in business. Fraud and deception are often profitable so long as concealed; yet detection is certain sooner or later; then comes the smash-up and the punishment. The best and safest way is to tell the truth all the time. Thus you make friends that stick by you, and a reputation that is always worth twenty shillings to the pound everywhere your goods are offered for sale. We are able modestly to affirm, that it is on this basis that the world-wide popularity of WAMPOLE'S PREPARATION rests. The people have discovered that this medicine is exactly what it is said to be, and that it does what we have always declared it will do. Its nature also has been frankly made known. It is palatable as honey and contains all the nutritive and curative properties of Pure Cod Liver Oil, extracted by us from fresh cod livers, combined with the Compound Syrup of Hypophosphites and the Extracts of Malt and Wild Cherry. A combination of supreme excellence and medicinal merit. Nothing has been so successful in Anemia, Scrofula, Bronchitis, Influenza, Loss of Flesh and Wasting Diseases, Weakness and Low Nervous Tone, and all complaints caused by Impure Blood. Dr. Austin D. Irvine, of Canada, says: "I have used it in cases where cod liver oil was indicated but could not be taken by the patient, and the results following were very gratifying." It cannot deceive or disappoint you, is effective from the first dose and comes to the rescue of those who have received no benefit from any other treatment. It represents the dawn of progress. Sold by all chemists everywhere.

## WILLIAM BLAISDELL

### BURIED YESTERDAY

(From Monday's Advertiser.)

The funeral of William Blaisdell took place yesterday afternoon from his late residence on Young street, near Pihiki, the interment being in Nuuanu cemetery. The services were attended by a large number of friends and relatives, and the floral tributes were quite numerous.

Rev. W. M. Kincaid of Central Union Church officiated both at the residence and at the grave. A choir composed of Mrs. Cornelia Damon, Miss Damon, Miss Yarrow, Rev. Mr. Logan and Mr. Hutchins sang effectively "Nearer, My God, to Thee," and "Rock of Ages."

The pall bearers were Messrs. C. W. Ashford, Carlo Long, Colonel C. J. McCarthy, Charles Weight, Charles Falk, Frank Kruger.

Mr. Blaisdell was seemingly in the best of health all day Saturday. He attended the football game in the afternoon where it is said, he may have overtaxed himself, for he was one of the most enthusiastic of spectators. After the game he went almost directly to the home of John Colburn, where he expected to dine. He sat down on a sofa and presently was stricken with paralysis. Dr. Wood was called and after some time the patient seemed better and he was sent to his home. He chatted with his family and some friends for a while but finally fell asleep and never awoke.

## BROWN FOR COUNTY AND A BREAKWATER

Senator John T. Brown of Hilo representing East Hawaii, arrived in the city yesterday on the Kinau. He will remain over until Tuesday and possibly until the following week.

I have not fully mapped out my plans for the coming session, said the senator yesterday, but of course the Hilo people want County government. I shall also be prepared to support a memorial to our Delegate to Congress to urge an appropriation for a breakwater at Hilo.

## WANT NO OFFICIALS AT CONVENTIONS

No person holding an office under the Territorial government shall be eligible to election as a delegate to a non-instant convention or as a member of the Territorial Central Committee or the District committee or the executive committee thereunder.

The meeting which took place at the political station in the Republican party was presided over by J. K. Lucas the president with C. L. Reeling as secretary. About fifteen members of the club were present and the discussion created by the presentation of the resolution embodied the above dictum was interesting. The meeting was called primarily to discuss the list of officers and this resulted as follows:

F. R. Damon vice president in place of J. K. Kamaoulli removed to the ninth precinct. C. H. Huijser member of the executive committee in place of J. C. Quinn now of the ninth precinct.

The meeting which took place at the political station in the Republican party was presided over by J. K. Lucas the president with C. L. Reeling as secretary. About fifteen members of the club were present and the discussion created by the presentation of the resolution embodied the above dictum was interesting. The meeting was called primarily to discuss the list of officers and this resulted as follows:

# FORESTRY ON MAUI

## Campaign Against Insect Pests—Official Reports.

Following are portions of the valuable reports made at Wednesday's meeting of the Board of Agriculture and Forestry, one by Forester Hosmer on Maui forest reserves and another by Entomologist Crawl on insect pests:

In accordance with your request, I submit herewith a report upon the forest questions contained in the proposition of the Haleakala Ranch Company, of Maui, made jointly to the Board and the Commissioner of Public Lands, under the date of November 2, 1904.

It is suggested by the Ranch Company that the forest of the government land known as the Ahupuaa of Makawao, otherwise and locally, as the Board of Education Land, containing 2021 acres, more or less, be set apart as a forest reserve. To this area they propose shall be added the forested portion of the Ahupuaa of Kailialauli, containing 2752 acres, more or less, and also that part of the same land lying in the watershed of the Keanae valley, 2566 acres more or less, this provided that the proposed exchange shall be consummated. Makawao is in the district of Hamakua, Kailialauli in Kula, both on the island of Maui. Their relation to each other and to other adjacent lands is shown on the large scale map, submitted with the Ranch Company's report and now on file in this office.

The forest portion of Makawao was fenced by the Ranch Company about eight years ago and stock has, since then, been kept out of the forest.

The forested section of Kailialauli has only recently been set apart, but a fence now extends along its western edge from the lower reserve to the steep pali above the Koolau Gap and the cattle have been got out of the woods. There is said to be a band of wild cattle in the main forest, some distance makai of this fence. No estimate can be given of its size.

Having personally visited the lands in question and gone over the ground in some detail, I am reasonably familiar with the conditions thereon. My personal knowledge of the district has been supplemented by conversations and conferences about the lands with the gentlemen most familiar with them, held during Governor Carter's recent visit to Maui, and at other times.

The area which it is proposed be set apart and added to, consists of a belt of forest, composed mainly of Ohia and Koa trees, which stretches up the northeastern slope of Haleakala, from an elevation of about 2500 feet, near Pihilo Hill to between 6000 and 7000 feet, near the Koolau Gap—the great break in the crater wall of Haleakala, at the head of Keanae valley. This area is some twelve miles long by about one and one-half miles wide.

The forest on this belt is the western edge of the great Koolau forest, which covers, in an unbroken stretch, all the eastern side of Haleakala.

As the principal value of a considerable portion of the Koolau District is on account of the water that can be developed therein for the irrigation of the great Waialuku Plain, it may be well in passing to consider the source of this water.

The Koolau District can probably boast as heavy precipitation as any area in the Territory.

The highest records are from the Keanae section where, at Nahiku, 400 inches in a year have been recorded. On either side of this section the rainfall diminished but more gradually to the North than to the South.

In general the conditions governing precipitation must be similar to those obtaining in the Hilo District of Hawaii, as both sections are situated on the eastern side of high mountains subject to trade winds. As yet not very much is definitely known as to the exact way in which rainfall is distributed over eastern slope of Haleakala.

For some reason the upper limit of the heavy precipitation seems to be higher on Haleakala than on Mauna Kea, a fact that makes it desirable that the forest be kept intact up to a higher elevation than in Hilo.

The present edge of the Koolau forest is not alone the arbitrary line where the trees now stop and the grazing land begins. It is as well, almost identical with the place where the area of heavy precipitation finally fades away into the drier climate on the eastern side of the Kula district. This transition is a fairly sharp one for the region just beyond Ollinda, which is only a little way outside of the forest is as dry as part of Kila, a condition probably due to the influence of the mountain on the wind currents, for the winds from either direction die out on reaching this locality.

Its present edge may therefore be considered as the natural boundary of the Koolau forest as well as the limit of rainfall that can be depended upon. But this is not the only reason why the present forest should be maintained. The nature and configuration of the country is such that in the strip of forest under question in head of the important stream from the Hilo gulch to the Keanae valley, all the streams in fact, that drain the heart of the Koolau forest.

Newborn in the Territory has there been a systematic development of the water as a forest land. And with the completion of the new ditch large additional acreage now of only comparatively small value will be made highly profitable with a consequent gain of time as much in the

(Continued on page 8.)



# ONE DAY IN THE COURTS

## Many Cases Heard at the Judiciary House.

Accounts of the trustees of the estate of Bernice Pauahi Bishop were approved by Judge Robinson on the report of W. R. Sims, master. Receipts amounted to \$210,459.41 and payments to \$205,586.55, leaving cash on hand \$4,872.86. The estate has in operation 338 acres and 33 tenancies at will.

The three largest expenditures are \$102,540.97 for Kamehameha schools, \$22,059.42 for taxes and \$40,000 for repayment of a loan from the Bank of California. Putting the Bishop stock lot in presentable appearance cost the estate \$2200. Among the remarks in the report of the trustees the following appears:

"Forest reservation comprises 39,200 acres, which the trustees consider increasing without detriment to the revenue producing areas, to the material advantage of the estate and the public welfare."

Gratification is expressed at the improved condition of Kamehameha schools, with their enlarged scope of industrial education.

### AN ORAL DECISION.

Judge De Bolt, in the case appealed from Honolulu District Court of W. Wolters vs. Moana Hotel Co., Ltd., gave an oral decision awarding judgment to plaintiff in the sum of \$300, attorney's fee and costs, thus affirming judgment of the court below. Thayer & Hemenway for plaintiff, Ashford for defendant.

### JUDGMENT BY DEFAULT.

Judge Robinson has given judgment that the bill for foreclosure of mortgage brought by L. F. Alvarez against Mary and Frank C. Bertelmann, James E. Fullerton and Samuel Savidge, trustee, be taken as confessed on account of default of defendants to answer. The property involved is the same as that for which Fullerton's ejectment of Mrs. Bertelmann led to his indictment by the Grand Jury for malicious injury, the matter ending in a nolle prosequi asked by the Territory, when the defendant insisted on immediate trial.

### RAILROAD PLANT SUIT.

Judge De Bolt sustained the demurrer to complaint of William W. Bierce, Ltd., vs. C. J. Hutchins, trustee, et al, allowing plaintiff five days to amend complaint and defendants ten days thereafter to answer. This is the suit for recovery of value of a railroad plant sold to the Kona Sugar Co.

### TRIAL DEFERRED.

Judge Robinson denied the motion of plaintiff to set for hearing the ejectment case of Joseph O. Carter vs. Koolau Kalkamahaoie, Kinney, McClanahan & Cooper for plaintiff, Ashford, Highton and Dunne for defendants. The court did not consider it expedient to call a special jury for trying a single case.

### SUITS ENDED.

W. O. Smith et al., trustees of Gear, Lansing & Co., by their attorneys, Thayer & Hemenway, have filed a discontinuance of their assumpsit suit against Emmett May for the sums of \$500, \$450, \$90 and \$120, with interest, costs, etc.

Bancroft-Whitney Co. vs. Emmett May has been discontinued by withdrawal of the plaintiff's appeal and a satisfaction of the judgment of Honolulu District Court against plaintiff for costs. The suit was for \$181.39.

### THE GAY MINORS.

W. O. Smith, guardian of the minor children of the late James Gay, has filed his annual reports with the following statements. Helen Gay—Receipts \$242.98, payments \$234.76, due guardian 78c. Frida Gay—Receipts \$861.45, payments \$1271.33, due guardian \$409.88. Arthur Gay—Receipts \$4043.15, payments \$2397.22, due ward \$645.93. Eric Gay—Receipts \$3111.14, payments \$1919.86, due ward \$191.25.

### COURT NOTES.

Orders extending time for filing bills of exceptions were made by Judge De Bolt in the cases, respectively, of Bank of Hawaii vs. Kapiolani Estate and Oriental Life Insurance Co. vs. C. Winam.

W. C. Achi for defendant filed a motion for a new trial of Maleka Halele's trover suit for the value of two cattle against Frank Pahia, in which Judge Robinson awarded plaintiff \$100 damages.

Judge De Bolt appointed P. E. R. Strauch as administrator of the estate of James S. Hilton under bond of \$100, on petition of Jennie Hilton. L. A. Dickey for petitioner.

James Love, spendthrift, by his attorney, Henry E. Highton, has sued out a citation to his guardian, Henry Waterhouse Trust Co., to appear and show cause why it should not pay him \$400 of his estate's income. He alleges he is humiliated by debts and wants the money to pay them.

Judgment has been entered by Judge Robinson in the suit of James E. Fullerton vs. Kohala & Hilo Railroad Co. against the defendant for \$2454 debt and costs of \$12.25.

A bill to reform mortgage and foreclosure has been brought by H. Hackfeld & Co., Ltd., vs. Loo Chit Bam and Loo Wong See. The mortgage is for \$300 on two pieces of land at Waialeale, Waikiki, of 3.40 acres and 75 square chains respectively, and 10 paid-up shares of Honolulu Investment Co.

Yan Wo Tong's damage suit for damages against Hoffschlaeger Co., Ltd., and A. M. Brown, High Sheriff, for seizure and detention of goods is discontinued.

# INSANE ASYLUM

(Continued from page 1.)

been prepared were withheld. There was, in fact, no other bidder but the Concrete Construction Company. When the bids were opened and the low bid of the American-Hawaiian Company was read, a contractor present was heard to remark:

"The suckers bit, didn't they?"

This remark gave no indication of the plot concealed at that time against the contracting company, and the bid was signed.

Later, when Amweg has examined the specifications more closely, he found evidences of the alleged fraud, and it was at this time that Beardslee is charged to have made his damaging admission. The representative of the contractors says that he tried, at that time, to get Beardslee to go to Mr. Holloway and admit to him as much as it is claimed he admitted to the contractors, but this the architect refused to do. The admission of Beardslee, or what is claimed to be his admission, the representatives of the contractors say they are willing to make oath to.

It is said that Beardslee admitted so that the contract would go to the Concrete Construction Company, and it would have gone to that company if Amweg had not butted in with his cheap bid.

"I had great difficulty," Beardslee is reported to have said in the documents in the Governor's hands, "in getting Mr. Holloway to get the department to specify the work as I did. Mr. Holloway could not see why a building constructed by methods in use in the United States was not good enough for the Territory of Hawaii. So I had to run a bluff by telling them that it was very necessary, in a building of this character, to have the blocks dense, so as to keep out moisture."

Mr. Beardslee denies all this, but that comes later along in the story.

The contractors, discovering that there was no machine made that would press and tamp a concrete block at the same time, appealed to Superintendent Holloway to tell them what they should do in the matter. He, it is said, gave them the names of four companies who were making machines to do this kind of work, and the contracting company at once proceeded to look up the machines. It was discovered that no one of the companies was making a machine that would tamp and press a brick at the same time.

But before the case for the contractors is closed, it should be noted that the claim is advanced that, in calling for plans for the building, Superintendent Holloway asked for plans and specifications for a brick building, likewise, in the event that it was found that a concrete building was not practicable, and the claim is made that Architect Beardslee so drew up the specifications for the brick building as to make it incumbent upon the Superintendent of Public Works to call for the bids in the way that he did and for a building such as the Concrete Construction Company could build.

Here, with the allegation of fraud, and the further allegation that the specifications were not drawn so that they would be clear, thereby trapping the contracting company into a contract that was impossible of fulfillment, the case as it was laid before the Governor virtually closed.

### HOLLOWAY'S OFFER.

Pursuing his investigations, the allegation of fraud having been specifically laid aside, according to the understanding of the Governor, Mr. Carter called upon Superintendent Holloway for a statement of his side of the case. Mr. Holloway, as has already been noted, offered to submit to two arbitrators to be chosen by the contractors the only question that he understood was at issue, namely, the ambiguity of the specification relative to the manner of concrete block to be used in the construction of the building. Incidentally, Mr. Holloway says in his statement to Governor Carter that it is nowhere, so far as he can see specified that the concrete blocks to be used in the construction of the asylum building shall be tamped and pressed at the same time. The specifications call for a tamped and pressed block—but do not say that the block shall be tamped and pressed at the same operation. The blocks to be used must be dense enough to shut out water, or they will be useless. In fact, it would be better to have a brick building. And he said that it was not up to him to tell the contractors what to do. They had presumably read the specifications. It was their business to go ahead and build the structure. He was willing to leave the matter of the clearness of the specifications to any expert. Besides, he had seen the kind of blocks he wanted and the contractors had seen them. His sole aim in the matter was to get the building started.

### BEARDSLEE DENIES.

Architect Beardslee, called before the Governor said that he had told the contractors nothing of the kind attributed to him.

I would have been either a fool or a craven, to have said that," Mr. Beardslee remarked, "and I am not ready to go to the insane asylum yet. What I did do was to offer the American-Hawaiian people all the information in my possession relative to the Pinkham block, and I drew up a contract myself holding it in my possession that would give them the same rights in the proposed Pinkham machine as the Concrete Construction Company had. This was to put them in all respects, with reference to this work, upon the same basis as the other contractor. I did draw up the specifications for a

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(Continued on page 8.)

# GOVERNMENT REVENUES FROM THIS TERRITORY

(Mail Special to the Advertiser.)

WASHINGTON, D. C., Nov. 28.—The annual report of the Internal Revenue Commissioner was given out this afternoon. It shows the internal revenue collections in Hawaii, as well as in other collection districts of the country.

The figures on distilled spirits show that 15,639.4 gallons of spirits were dumped for rectification in Hawaii during the fiscal year that ended June 30 last. During the same period 18,436.8 gallons of spirits were rectified, and 4,702 gallons were withdrawn from warehouse on payment of the tax. For the previous fiscal year, ending June 30, 1903, 13,725.4 gallons of spirits were dumped for rectification in the Territory of Hawaii, and 16,034.5 gallons were rectified, while 1,364.1 gallons were withdrawn from the warehouse on the payment of the tax.

The record for the manufacture of cigars is by the calendar year instead of by the fiscal year as in the case of spirits. For the calendar year that ended December 31 last, there was only one factory making cigars in the Territory. This factory used 5,754 pounds of tobacco in making 288,100 cigars. These cigars were all of the larger size, weighing more than 3 pounds per 1000. For the calendar year prior to that the one cigar factory in Hawaii used only 2,233 pounds of tobacco, which were manufactured into 102,250 cigars.

The total collections of internal revenue in the Territory of Hawaii for the fiscal year that ended June 30 last were \$44,632.82, which under the graded plan of salaries in force under the present statute, entitled him to a salary of \$2,250. The Hawaiian internal revenue collections for the previous fiscal year of 1903 were \$40,090.52, so that during the past fiscal year under Mr. Chamberlain's regime there has been a slight increase.

The special tax payers in the islands during the last fiscal year numbered 585. These were as follows: rectifiers, three; retail liquor dealers, 452; wholesale liquor dealers, forty-seven; no manufacturers of stills; brewers, one; retail dealers in malt liquors, sixty-one; wholesale dealers in malt liquors, nineteen; no manufacturers, wholesalers or retailers in oleomargarine free from artificial coloration, but two wholesale dealers in oleomargarine artificially colored.

It will be seen from the above figures that the special tax payers of Hawaii are almost entirely wholesale and retail dealers in spirituous and malt liquors. The number was not materially changed from the previous fiscal year, when the total number of special tax payers under internal revenue laws was 589, of whom 456 were retail liquor dealers and forty-five wholesale liquor dealers and of whom sixty were retail dealers in malt liquors and twenty-one were wholesale dealers in malt liquors.

Hawaii for the last fiscal year had a record of twenty-seven seizures of distilled spirits under internal revenue laws, those seizures being valued at the small sum of \$10. There were also seized 300 pounds of tobacco, valued at \$93, while \$166 worth of miscellaneous property was confiscated. The total amounts paid to the collector for fines in Hawaii aggregated \$1,692.35 and \$602.89 for costs. Cases that were compromised brought into Collector Chamberlain's official coffers \$2,200.03. He thus realized from all sources, caused by the infraction of internal revenue laws, \$4,495.27.

### PERSONAL.

It is stated that Ex-Queen Liliuokalani, who for several days has been en route from San Francisco to this city, arrived here this afternoon. On account of the lateness of the hour and uncertainty as to where she might stop, this could not be verified. She did not go to the Ebbitt House, where she has lived a part of the time in recent winters, but may have gone to the residence of Delegate Kalaniana'ole, who is reported to have been travelling across the continent with her, or to 1729 Twenty-first street, N. W., where she resided last winter.

Chairman Burton of the River and Harbor Committee arrived here yesterday, but he intends to take his committee south to Wilmington, N. C., for the most of this week. He stated that he is well disposed toward an appropriation for Honolulu harbor. Mr. Burton thinks that the bill he intends to introduce next week will carry a total of over \$20,000,000.

Senators and members of Congress are arriving very slowly this year. They will not be here in force till next Saturday. The tardiness in their coming is due largely to the lack of interest in this winter's legislation, much of which will be of a cut and dried character.

ERNEST G. WALKER.

# GOVERNOR RETURNS THANKS TO SECRETARY OF TREASURY

Yesterday Governor Carter wrote and mailed the following letter, which will be carried to the mainland on the Alameda tomorrow:

To Hon. S. L. Shaw, Secretary of the Treasury:

Dear Sir:—On behalf of the Territory of Hawaii, I desire to express its appreciation of your assistance in accepting the proposed issue of bonds as security, under certain conditions, for National deposits.

Your first act of this kind was at a time when the financial situation, perhaps, made it of general benefit. But your action on this occasion, in the face of a deficit, and the withdrawal of a similar privilege from some \$20,000,000 of other securities, makes the favor to our small Territory out here in the Pacific all the more marked and important to us.

Assuring you of our deep appreciation, I am

Very Sincerely Yours,

GEORGE R. CARTER,

Governor of Hawaii

# UNCLE SAM WILL PAY \$70,000 FOR DOWSETT LANDS

An agreement has been reached between Lieut. Slattery, Engineer Corps, U. S. A., representing the War Department, and the Dowsett Estate, Limited, whereby the latter corporation will accept \$70,000 for their lands at Puuloa, Pearl Harbor. The transfer will probably be made the latter part of this week. The Dowsett holdings will be incorporated in the fortification area which will guard the entrance to Pearl Harbor.

# HAGEY SUIT DETERMINED

After several years of strenuous litigation the Hagey cure case seems to be finally decided at last by a unanimous opinion of the Supreme Court. Thomas Milner Harrison, plaintiff, is the loser after coming here from a foreign country and waiting all these years for what he claimed to be justice. The author of the opinion is Justice Hartwell, and its effect is to overrule the exceptions of the plaintiff from the judgment of Judge Robinson in granting a nonsuit and denying a motion for a new trial. Robertson & Wilder were attorneys for plaintiff, J. A. Magoon and J. Lightfoot, Kinney, McClanahan & Cooper and S. H. Derby for defendants.

J. A. Magoon, F. B. McStocker, L. C. Ables, Dorothea Emerson (nee Lamb), T. E. Cowart, J. H. Kirkpatrick, A. E. Fowler, J. J. Wolfenden and George D. Moore were the defendants in the case now decided. In a former action brought by Harrison against Magoon, McStocker, Ables and Emerson the Supreme Court held the declaration bad for non-joinder of the other parties to the agreement upon the alleged breach of which the cause was based. The plaintiff then joined the other parties and obtained a verdict which was set aside by the Supreme Court on exceptions on the ground that the court below erroneously instructed the jury that the agreement was within the scope of the business of the articles of association of The African Pacific and Indian Hagey Company, an association of partnership formed in Honolulu, Republic of Hawaii, April 10, 1897. At the third and last trial in the Circuit Court a nonsuit was ordered on November 9, 1903, and judgment entered thereon on November 12. A motion for a new trial was made two days later "for errors at the trial as well as in granting the nonsuit," and on January 15, 1904, this motion was dismissed and time for filing a bill of exceptions extended. On this the Supreme Court gave its third decision in the case, denying a motion of the defendants "to dismiss the bill on the ground that the exceptions taken at the trial were improperly incorporated in the bill." That decision was on the ground "that the exception to the nonsuit required consideration," and now in its fourth decision the court is of the opinion "that the only exception in the bill which was presented within the time required by law is that which was taken to the dismissal of the motion for a new trial."

From the conclusion just stated the court goes on to decide, as stated in the syllabus, thus:

"A nonsuit is properly ordered upon failure of the plaintiff in an action against joint contractors to prove that any of the defendants executed or ratified the agreement declared on."

As registered in Honolulu the Hagey Cure Co. consisted of T. E. Cowart, J. H. Kirkpatrick and Geo. D. Moore of the State of Texas, A. E. Fowler of Montreal, Canada, and J. A. Magoon, F. B. McStocker, L. C. Ables and Dorothea Lamb of Honolulu. Four of these partners signed an agreement in New Zealand whereby the company took in as new partners Alfred Edward Gilmore and Thomas Milner Harrison, agreeing to give them \$2250 (\$11,250) if, after a certain trial, they were not satisfied with the conditions of the business. The three partners in Honolulu did not sign or authorize the signing of the agreement. Letters were received in Honolulu from one or the partners in New Zealand mentioning that they had sold one-half interest in Tasmania for 8000 sheep and \$500 (\$2500), that the sale of Tasmania was for nine-twentieths of the territory and that one of the partners (not having signed the agreement) was coming to Honolulu and would "put things to you as they are." About the same time the partners here received an 18 per cent dividend on their stock, a small portion of which appeared to have been derived from the Tasmania sale, as shown by the trial balance received at the same time.

On these statements of fact the court holds: "That this was not evidence on which the partners in Honolulu could be held to have ratified the agreement."

Finally the court holds that the agreement purporting to be made between the Hagey Cure Co. and Gilmore and Harrison, accepting the latter two as partners in the company, "is an incomplete agreement for the purpose of forming the proposed partnership unless all the parties sign, there being an implied term in the agreement that all should sign in order that the signers incur several liability. There being no partnership formed in this case in consequence of the failure of four of the parties to sign the agreement, no partnership rights or duties were created by the complete agreement."

### PARTNERSHIP DEFINED

Judge De Bolt is sustained by a unanimous decision of the Supreme Court in finding that a partnership existed between plaintiff and defendant in the suit of Albert Barnes against Charles R. Collins for accounting, etc. Chief Justice Frear is author of the opinion. W. A. Whiting and C. F. Clemons for plaintiff, J. J. Dunne and W. T. Rawlins for defendant.

"A partnership exists," the syllabus shows, "when two or more persons agree to share as co-owners or principals, the profits of a business." For the rest the court rules on the evidence that the conditions of this case made the principle just stated apply. The partnership in question was formed for the handling of two leases—one on Lillia Street purchased by Collins from Frank Northrup and the other at Waikiki purchased by Barnes from E. B. Thomas.

# TO INVITE THE PUBLIC

## Admiral Beckley Wants All to Enjoy His Park Dedication.

HILO, Dec. 13.—The Hilo Park Commission, consisting of Chairman E. E. Richards, L. Turner, Dr. J. Holland and Admiral Beckley, met Thursday evening and have outlined a program for the dedicatory exercises of Moohau Pavilion on Monday, January 24. Admiral Beckley will be the principal speaker of the day and Miss Juanita Beckley will christen the edifice with a bottle of champagne. Two mammoth flags will be raised while the band plays "Hail to the Chief." "Moohau" Beckley will take an important part in the ceremony of flag-raising. No one will be permitted to enter the structure until after the breaking of the bottle, when the Admiral and party ascend the stairs, and Rev. S. L. Desha will deliver a prayer. Rev. C. morning exercises will begin at 10 o'clock, and as the races are scheduled E. Shields will probably respond to the Admiral's dedicatory speech. The Hilo band will render several selections, one of which will be "Moohau March" composed by Professor Carvalho especially for the occasion. The band committee on arrangements will be at Moohau Park for the afternoon, the final celebration will be in the form of a grand ball within the pavilion, beginning at 7.30 o'clock in the evening. The Admiral has decided that it shall not be a card affair, but a ball to which the public are invited. During the day, at an hour not yet set, there will be an auto parade under the supervision of Admiral Beckley, and prizes will be given to the best decorated vehicle. In the cavalcade will be pa-u ladies, riding astride and in the flowing garb of former Hawaiian days. No expense will be spared to make the day an occasion to be remembered.

BANANA BRANDY.

Dr. N. Rusanu writes to the Tribune concerning the utilization of bananas unfit for shipment and sale:

One of the best ways to utilize bananas is to distill them into banana brandy. The produce of banana distillation gives very pure brandy, remarkably free from fuel oil and other undesirable and hurtful ingredients.

It possesses a peculiar, agreeable banana flavor and ought to be very acceptable on the liquor market, not less than dry grape brandy or ordinary cognac.

Not long ago, as published in the "Tropenpflanzer," the German magazine of tropical agriculture, experiments in fruit distillation have been made with the assistance of the government in Victoria, Cameroon, German West African possessions. The results of these experiments are as follows:

One hundred quarts of ripe banana mashes produces 12 quarts of pure, absolute (100 degrees) alcohol, or 24 quarts of 50 degrees strong brandy, viz, about 24 per cent of the volume of peeled and pounded bananas.

Pineapples give 12 per cent of pineapple brandy of 50 degrees strength when treated in the same way. This brandy possesses still higher specific pineapple flavor and also comes out very pure. Papayas distilled without the seed give 5 per cent of pure (100 degrees) alcohol equal to 10 per cent of 50 degrees brandy. The presence of seed gives papaya brandy too spicy a taste.

Thus an average bunch of 40 pounds weight of bananas ought to produce 10 quarts or 2 1-2 gallons of strong 50 degrees brandy. Allowing the cost of bananas to be one cent a pound, the value of material per gallon of brandy will be only 16 cents or 4 cents per quart of brandy.

### NOTES FROM HILO PAPERS

The four-masted schooner F. M. Slade of San Francisco, P. Larsen, master, makes her first visit to Hilo, with a cargo of 1150 tons of coal from Newcastle, N. S. W., consigned to the Hilo Railroad. She made the voyage in 67 days, arriving Saturday noon at Hilo.

Mrs. Sam Peck returned to Honolulu last Friday.

J. U. Smith was a returning Kinau passenger from Honolulu.

The Tenna Club will hold a tournament on Monday, January 2nd.

Paul Jarrett was a Hilo visitor last week, returning to Honolulu on Friday.

Mrs. E. J. Weight left Friday to visit friends and relatives in Honolulu and Kauai.

Owing to the transfer of the Misses Hili the Kailua school is without a school teacher.

The bark St. Katherine, Saunders, master, cleared yesterday with light cargo for San Francisco.

Wm. M. McQuaid and wife, who have been guests of the Maddens at Kukula, went to Honolulu last week.

It is now reported that the extent of the Kahuku ranch deal was the refusal of Colonel Norris to give C. Bolte an option on the property.

YOU TAKE DESPERATE CHANCES WHEN YOU NEGLECT A COLD.

It should be borne in mind that every cold weakens the lungs, lowers the vitality and makes the system less able to withstand each succeeding cold, thereby paying the way for more serious diseases. Can you afford to take such desperate chances when Chamberlain's Cough Remedy, famous for its cures of colds, can be had for a trifle? Sold by all dealers and druggists. Benson Smith & Co., Ltd., Agents for Hawaii.

# OAHU PRISON MODERNIZED

## The New Building Is Now Ready For Use.

At a cost of \$16,865, the contract price for the building alone, the addition to Oahu Prison has been completed. One ward of the jail, in fact, is now occupied by women prisoners, and the balance of the building is ready for occupancy.

"It is a fine building for the purpose," said High Sheriff Henry, going over the place yesterday, "modern and up-to-date in every particular."

And, in fact, it is a fine building for the purpose for which it was designed. There can be not the least question about that. The new building, a three-story structure, stands in a yard by itself on the Ewa side of the main jail building. It is surrounded by a concrete wall, twenty feet in height, built by the labor of prisoners in the jail, and enclosing a tract of perhaps two acres in extent. This new jail yard is reached by a massive gateway leading from the yard of the old jail, and in the middle of the new yard Gerit Wilder has planted a kamani tree that the new yard may be shaded, in the time to come, as the old yard is now. That tree in the old yard is, perhaps the greatest solace that prisoners in the jail have. The new tree, it is hoped, will prove as great a blessing to the unfortunate in the future.

Passing out of the old jail yard through the new gate, the new jail building stands up clean and white across the whole length of the enclosure. It is of brick, covered with concrete, and is most massively built. An iron door leads into the lower corridor, and here just opposite the door is a large closet room in which are the electric light switches for the entire building, and various other conveniences for the use of the guards.

Opening right and left from the entry, are two long wards or corridors, each cut off from the entry by a grating door. The corridor or ward on what is known as the mauka side is the smaller of the two, containing ten cells, each seven feet, and each capable of holding two, or at a pinch, three prisoners, with comfort. The cells are fitted with hammocks in lieu of cots, a reform in the interest of health and cleanliness both physical and moral, and the cells are so arranged that from the door of one it is impossible to look into the cell directly across the hall.

At the end of the ward farthest from the main door, and this is true of the all the wards, is a clean, white closet with open plumbing, and a sink equally clean and white for the emptying of slops. These things are arranged with perfect drainage, and according to the best sanitary rules, the apparatus being of the kind in use in the best modern jails.

Opposite the entry, on the mauka side of the prison, is a larger ward or corridor, containing twenty-two cells, and in this larger ward the arrangements are in all respects similar to those in the smaller one. From the entry, also, a broad stairway, well-lighted and with broad landings, leads up to the second floor, where the wards and cells are exactly as on the floor below, with the difference that in the space occupied by the entry below there has been placed on this floor a room for guards.

The third floor is arranged precisely as the second with the exception that there are concrete partitions in the hallway so that the two wards are more private than on the floor below. The small ward on the second floor, it should be noted in passing, is the one now in use for women prisoners in the jail. It is the intention, of course, to keep the women apart from the men, letting them out to their bath in the new prison yard after the men have gone to their work on the streets and parks.

The bath, by the way, is one of the best features of the new prison. The bath house is cement floored and with a cement wall rising up high enough to hide the body of the bather, at which point bath work commences. The bath house contains six showers and a number of hydrants. The floor slopes down to a grating in the center which carries off the flow of water, and the drainage is here, also, is perfect.

The new prison building contains, all told, thirty-six cells and accommodations for twelve as many prisoners as that, or a building for three times as many. The building is 12x22 feet over all. It is on the Ewa side of the main prison, as has been said, and is a plain structure but not the less impressive in its effect for that. It is roofed with gravel, with large ventilators on the roof, and is well lighted. There is a window in every cell so that the prisoners are cut out of the sunlight of the out of doors, and the prison is, in the best of ways.

It should meet the needs of the Territory in the way of a central prison for a number of years to come. The old prison has accommodations for 150 prisoners, and with the roomy new building, with its clean and airy cells, there should be no trouble in providing place for all the unfortunate who

may come into collision with the police department through their inability to observe the laws.

High Sheriff Henry is proud of his new prison, and justly. He is even prouder of the cleanliness and order that pervade the whole prison establishment, and also justly. The High Sheriff was himself keeper of Oahu Prison for many years, and knows how a prison should be conducted. In Warden Kamana and Deputy Warden Bourke, moreover, he has two assistants who bring to their work an intelligent understanding of the problem before them, and a keen sense of the responsibility that is upon them to enforce the law—to punish while at the same time inflicting no more hardship than the law prescribes for the men under their charge.

Prisoners get justice in Oahu Prison if they also get what is coming to them. The management, in fact, is perhaps the best that it has ever been in the history of the Territory. High Sheriff Henry, besides his knowledge of what should be done, has the power now to carry out his ideas. And he has assistants who will give him intelligent help.

## FORESTRY ON MAUI.

(Continued from page 1.)

general prosperity of the Territory. The statement has recently been made that for every million gallons per day of water developed, one hundred additional acres of cane can be planted. As the government shares in this extension of productivity, both through direct taxation and also indirectly, through the increase of wealth in the Territory, this matter has a bearing which should be considered in the proposed exchange. For if the upper forest increases the amount of water which can be made available for use, and this I believe it does, just so much does it increase the welfare of the Territory.

The importance of protecting the forest on the watershed of the streams throughout the Koolau district is well understood by the Baldwin interests. Plans are now well under way whereby the whole stretch of the Koolau forest may be made a great reserve. To fully accomplish the desired end the lands now under consideration should favor an exchange, provided it is upon reasonable terms. Such I believe to be the case with the one proposed.

From a study of the conditions on the ground, the line along the edge of the forest, proposed by the Ranch Company, most of which is now fenced, seems to me to be as good a boundary for the forest as could be chosen. It includes practically all the forest land and in many places follows good natural boundaries which materially reduces the cost of fencing.

The part of Kalluluni within the Koolau gap I consider a very desirable addition to the reserve, as it lies at the head of one of the largest and most important valleys on the whole mountain side. Clouds are constantly drifting in and out through the gap and much water must be dropped on this upper land, to appear in the springs and brooks lower down.

For the adequate protection of the highly important watershed of the Koolau district, I believe that the forest lands in question should be set apart, along with the large area for which plans are now being prepared.

I therefore recommend that the board immediately request the Governor to set apart as a forest reserve, after the hearing required by law, the forested portion of the Ahupuaa of Makawao; the boundaries of the same to be as shown on the map submitted by the Haleakala Ranch Company.

I further recommend that the two parts of the Ahupuaa of Kalluluni, as shown on the Haleakala Ranch Company's map, be also made a part of the forest reserve. And I suggest that the board so recommend to the Commissioner of Public Lands.

In case an exchange is consummated, a fencing clause should be inserted as a part of the contract. The one suggested by the Haleakala Ranch Company in their letter meets with my approval. It reads as follows: "To fence and keep fenced during the term of the charter of the company, all portions of this forest reserve adjoining the Haleakala Ranch lands, wherever fencing is necessary to keep stock out of the forest."

## FIGHT AGAINST INSECTS.

Alexander Crow, superintendent of entomology, presented a report of which the following is an abstract:

Since my last report to you dated November 9th, I have to inform you that 15 steamships and sailing vessels arrived in Honolulu from outside the Territory, bringing 9488 packages of fruits and vegetables, and six cases and boxes of trees and plants.

Two cases from Japan contained a variety of insects that we can do without, so destroyed the following: Five double flowering prune trees infested with borers that worked in the stems and camellias infested with aspidiotus duplex. A great variety of trees, including orange, are subject to the attack of this pest.

Another consignment of beneficial insects was received from Messrs. Koebele and Perkins but unfortunately in poor condition. Upon investigating the condition in which they came, I feel satisfied that the temperature was too high causing the insects to remain active and thereby die for want of food, instead of hibernating during the voyage. I called Mr. G. Ward's attention to this and he ordered a cabinet sent to Mr. Perkins suggesting placing them in a cooler chamber. Insects will survive a very low temperature without injury.

First arriving infested with scale has been fumigated with hydrocyanic acid.

On the third instant a package of eight small insects was sent from Philadelphia, Pa., and found to be infested with the long narrow arched scale. After fumigation, with hydrocyanic acid gas, the leaves were removed and destroyed. This scale was unfortunately obtained a foothold on this island. It is a palm scale but there should be no trouble in preventing its place for all the unfortunate who

## HOW ATKINSON CONDUCTED THE BOND NEGOTIATIONS

(Continued from Page 2.)

There have already been offers from Chicago, exceeding the par value, for these new bonds. It is not anticipated that there will be any difficulty now in disposing of them at a good figure. Mr. Atkinson intends to return here after spending a few days in New York. During his visit there he expects to conclude arrangements for the sale.

## POSTMASTERSHIP AND FEDERAL BUILDING.

He has discussed with President Roosevelt and others the appointment of Mr. J. G. Pratt, of Honolulu, as postmaster there to succeed Mr. Oat. Mr. Pratt has arrived in town and is staying at the Albany. He is accompanied by Mr. Alexander Young, who is a guest at the New Willard. The two are here to ascertain what can be done towards inducing the government to purchase the Alexander Young building for a Federal building. Of Mr. Pratt's appointment as postmaster at Honolulu there seems to be no reasonable doubt at this time. As stated in my previous letter, the President will honor nobody's endorsement for Hawaiian offices, except that of Gov. Carter. He has told several visitors that without any qualifications. At the same time he prefers that harmonious relations be maintained with Delegate Kalaniana'ole, whose endorsement of Mr. Pratt will be solicited. The Delegate arrived here last week, accompanied by Mr. George B. McClellan, his secretary. The Delegate is staying this winter at 1445 Massachusetts Avenue. They called on the President at the executive offices Saturday last.

There is still another postmastership in Hawaii soon to be vacant. It is the office at Hilo, where Postmaster Madeira will give up his salary of \$2,200 to become a postoffice inspector in California. It is probable that C. R. Buckland, formerly of Freeport, L. I., and now in the Hawaiian Territorial service, will receive the appointment.

## HONOLULU HARBOR.

It will be known in Honolulu long before this letter reaches there that President Roosevelt is going to call attention in his annual message to the necessity of improving Honolulu harbor. He assured Secretary Atkinson and also Delegate Kalaniana'ole of his personal interest in that subject and of his intention to recommend the appropriation by Congress. The unofficial plans for the project, as prepared by Lieut. Slattery, stationed at Honolulu, have been brought to Washington and Chairman Burton of the House Committee on Rivers and Harbors has had opportunity to see them. Secretary Atkinson talked with Mr. Burton and urged the importance of an appropriation. So did the Delegate soon after his arrival here. These conversations left no doubt that Mr. Burton is willing to do all he can towards securing a survey of Honolulu harbor, but it is more likely to be legislation of a general character for improvement of Hawaiian harbors, leaving it to the War Department to indicate where the money should be spent. Some, who have talked with Mr. Burton, think it improbable that anything more than authorization for a survey of Honolulu harbor will be secured at this session of Congress. The matter is in a somewhat uncertain state just at present but is being earnestly pressed upon the attention of the Committee and there are hopes of getting some appropriation that can be used immediately towards the permanent improvement.

## WORK OF THE PATTERSON.

Secretary Atkinson, aware that the Coast and Survey vessel, the Patterson, is to winter in Honolulu, has written to the Department of Commerce and Labor asking that that vessel devote a part of the winter to secure soundings, making borings, and doing other preliminary work looking to the survey of Hilo harbor for the contemplated breakwater. The matter has also been brought to the attention of the War Department with the hope of having a man detailed to superintend the work.

## STUDY OF LEPROSY.

One of the other matters that Secretary Atkinson has been helping all he can during his stay here is the appropriation of \$50,000 for the scientific study of a cure for leprosy in Hawaii. The President has been interested in the matter and Congress will be strongly requested to appropriate that sum. A bill providing for such an appropriation has been drawn by Mr. Atkinson; also bills covering the proposed improvements in Honolulu and Hilo harbors, the erection of Federal buildings in both cities and for refunding to the Territory \$175,222 already spent on dredging the harbor at Honolulu. Mr. Atkinson has discovered that the formality of having bills on all these topics introduced and referred to the proper committee is of some importance, when the time comes for any committee to act. He has taken up at the War Department the question of furnishing beef to the transports stopping at Honolulu and has had a letter on the subject addressed to the Commissary headquarters at San Francisco.

## HAWAIIAN COFFEE.

The President's attention has been called to the discrimination in the Commissary Department of the army against the coffee of Hawaii and Porto Rico. Both Gov. Winthrop of Porto Rico, who has been here, and Secretary Atkinson joined in telling the President of the conditions by which the Commissary Department excludes the products of the outlying islands. The subject was taken up in Gov. Carter's report but was presented so emphatically, although truthfully, that the Department of the Interior feared it might be construed as a criticism of the War Department. The matter was accordingly embodied in a personal paper, which is included in Gov. Carter's report. The custom of including in the specifications such words as "Rio preferred" or "on a Rio basis" is now thoroughly understood here and something will probably be done to eliminate that hereafter and allow the use by the army of the surplus coffee product of Porto Rico and Hawaii.

## LEGISLATIVE EXPENSES.

The Hawaiian Delegate presented Saturday to the sub-committee on appropriations, which is preparing the legislative, executive, and judicial appropriation bill, a statement asking that that measure include an appropriation for the legislative expenses of the Hawaiian Territory. Congress does appropriate such expenses for the other Territories but no provision was made for Hawaii in the Organic Act. The sub-committee took the matter under consideration, but it is realized that the time is short, as the bill will probably be reported to the House next Wednesday day after tomorrow. If the House fails to take up the item, an effort will be made to have it included in the Senate.

Queen Liliuokalani is at 1720 Twenty-first street, in Washington. This is a different residence from the one she occupied when last here. She had a pleasant journey across the continent and her friends say she is really becoming attached to Washington as a place of residence. Her wards are here with her.

ERNEST G. WALKER.

## WM. BLAISDELL DIED LAST NIGHT

William Blaisdell died last night at 11:30 from the effects of a paralytic shock received at 5:30 o'clock in the afternoon.

Mr. Blaisdell was at John Colburn's residence when he was stricken. He had complained of severe pains in his head. Dr. Wood, who was called, had the patient sent home and put to bed. Mr. Blaisdell was asleep and resting easily at 9 o'clock. No change was noted until 11 o'clock, when he began to sink rapidly. The patient never awoke.

Deceased was a native of Honolulu and spent most of his boyhood and young manhood in the employ of Captain Makee. Later he became an employee and manager of Captain Spalding's Kealia plantation on Kauai. About ten years ago Mr. Blaisdell left the sugar business and for the last four or five years had been in the insurance line.

Mr. Blaisdell was a quiet man, well set up physically and with a florid complexion. Those who did not know him by name will recall him as the inseparable companion of Mr. Colburn, the Prince and of others connected with the Kaplani estate.

The funeral services will take place at 3 o'clock this afternoon at the late home of the deceased, Young street, near Piikoi.

## SATURDAY'S DOINGS AT THE COURTHOUSE

Judge De Bolt sustained the demurrer to the plea in abatement in the suit of W. W. Bierce, Ltd., vs. Clinton J. Hutchins, trustee, et al., and plaintiff noted exceptions. Argument on demurrer to complaint was set for 9:30 Monday. S. H. Derby and C. A. Galbraith for plaintiff; J. W. Cathcart and Castle & Whittington for Hutchins; Smith & Lewis for C. B. Wood and Wm. Waterhouse and Albert Waterhouse, executors.

L. F. Alvarez by his attorney, Frank Andrade, filed a motion for a decree pro confesso in his foreclosure suit against Mary Bertelmann and husband, James E. Fullerton and Samuel Savidge, trustee. An affidavit by George Lucas, clerk, shows that defendants failed to answer the complaint within the ten days allowed after the overruling of the separate demurrers.

Territory of Hawaii by Lorrin Andrews, Attorney General, is suing Moses and L. K. Puahi and Tam Wong in ejectment for a portion of the land of Kaneohe at Waikeiki containing an area of 20.85 acres. Damages of \$2000 for wrongful acts of the defendants are claimed.

The Frank Antone heirship matter went over before Judge Robinson, a commission to issue in the meantime to take testimony at San Diego, Cape Verde Islands. A woman claiming to be a daughter appeared with Cecil Brown as counsel. A. G. Correa represented the mover for a commission, who claims to be a nephew of deceased. There is \$800 at stake.

Judge Robinson granted a decree of foreclosure in the suit of Allen & Robinson vs. J. K. and E. K. Nakookoo, appointing M. T. Simonton commissioner of sale under a bond of \$500. Holmes & Stanley for plaintiffs.

W. C. Achi, Kaplani Estate, Ltd., W. R. Castle and J. M. Monsarrat, defendants in the foreclosure suit of H. Hackfeld & Co., Ltd., vs. W. C. Achi and others, have filed notice of appeal from Judge Robinson's decree confirming the sale of property.

Smith & Lewis for plaintiff in the foreclosure suit of George Tournay vs. The Orpheum Co., Ltd., give notice of motion for tomorrow at 10 a. m., to set for hearing the demurrer and the plea of defendant.

The final accounts of John H. Craig, temporary administrator of the estate of Constant Sterling, were approved by Judge Robinson and a fee of \$83.70 allowed for services.

Judge De Bolt granted a divorce to K. M. Kealilohiuli against her husband, Kealilohiuli, on the ground of non-support. E. Johnson for libellant, no appearance of or for libellee.

A. S. Humphreys filed defendant's bill of exceptions in the suit of R. C. A. Peterson vs. Elizabeth S. Church, to a jury's verdict for \$375.

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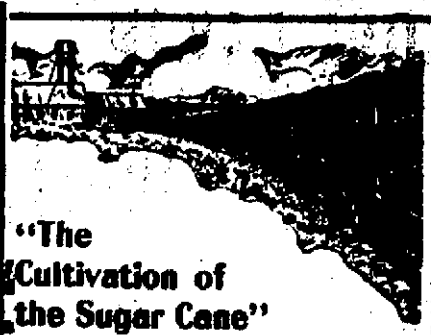
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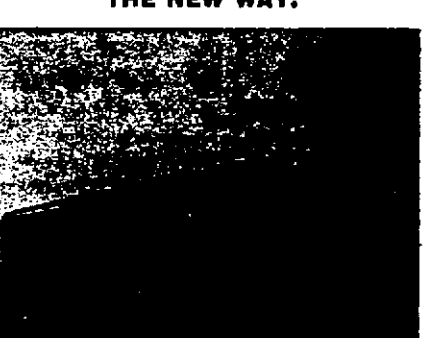
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**REAL ESTATE TRANSACTIONS.**

Entered for Record Dec 15, 1904.

G R Carter to Esther Shaw. . . Agmt  
Kaplan Est Ltd et al to William O Smith et al. . . Agmt

Recorded Dec 8, 1904

Rebecca Houghtaling (widow) to Emily Bemrose (Mrs), M. lots 52, 53, 54 and 55 R P 346, kul 10498, Kamehameha IV Road, Honolulu, Oahu. \$300 B 260, p 225. Dated Dec 6, 1904

Kaluna Lansing and hsb (D) to F A Schaefer, D: por R P 6999, kul 7824, Lauka, Hamakua, Hawaii. \$100. B 264, p 241. Dated Dec 6, 1904.

Wong Chong to Ching See, D: por R P 1985, kul 6245, ap 2, Kamakela, Honolulu, Oahu, lots 12 and 13 of R P 1985, kul 6245, ap 1, Kamakela, Honolulu, Oahu. \$3000. B 264, p 242. Dated Oct 25, 1904.

E Cott Hobron and wf to A Ferdinand West, D: lots 21 and 24, blk 112, Kapahulu tract, Honolulu, Oahu. \$900. B 264, p 245. Dated Dec 2, 1904.

Claus Spreckels & Co by atty to E C Hobron, Par Rel; lots 23 and 24, blk 132E, Kapahulu tract, Honolulu, Oahu. \$200. B 264, p 246. Dated Dec 3, 1904.

Julia H Afong to William F Allen, Rev P A: powers granted in liber 205, fol 189. B 265, p 325. Dated Dec 6, 1904.

Julia H Afong to Albert Afong, P A: special powers. B 265, p 328. Dated Dec 7, 1904.

Kolon Sugar Co to D Paul R Isenberg, L: shooting rights on lands of company on Kauai. 5 yrs at \$50 per yr. B 263, p 179. Dated Feb 11, 1904.

Hawn Realty & Maturity Co Ltd to Napoe, Rel: 1 58-100 ac land, Heela, Koolapoko, Oahu. \$125. B 145, p 449. Dated Dec 3, 1904.

George N Rutherford and wf to Alice K Keawe, D: lots 8 and 9 blk 5, Kapahulu lots, Honolulu, Oahu. \$350. B 264, p 246. Dated Dec 8, 1904.

J D Avery to J A Combs, B 8: judgment dated Nov 22, 1904, for \$112.87, against C H Pfeiffer. \$5. B 265, p 327. Dated Dec 8, 1904.

Entered for Record Dec 16, 1904.

Carl Isenberg by atty to E W Jordan. . . Rel

Edward W Jordan and wf to Carl Isenberg. . . M

Francis M Swanzey to Hamakua Mill Co Ltd. . . L

Francis M Swanzey to Hamakua Mill Co Ltd. . . L

McBryde Sugar Co Ltd to D P R Isenberg. . . L

D Paul R Isenberg to W H Rice Jr. . . P A

D L Akwal to Dai Kon Fook. . . B S

Hoopikane and hsb to Angelina Houghtaling. . . D

D L Nakai to Chang Kyau. . . B S

Manuel de Quadros to Territory of Hawaii. . . D

W F Frear and wf to Territory of Hawaii. . . D

Peter C Jones Ltd to W F Frear. . . P R

Bank of Hawaii Ltd to E W Jordan. . . Rel

Edward W Jordan and wf to Bank of Hawaii Ltd. . . M

Clementina A Alvarez by atty to Antone Enos. . . Rel

Antone Enos and wf to Vincent F Sylva. . . D

Frederick S Lyman to Trs Est S C Allen. . . M

Recorded Dec 9, 1904.

Queen's Hospital to Harriet O Cooper, Rel; por gr 3291, Hassinger and Pilko streets, Honolulu, Oahu. \$7500. B 262, p 137. Dated Dec 6, 1904.

Harriet O Cooper to Cecil Brown, P A: general powers. B 274, p 6. Dated Nov 29, 1904.

Harriet O Cooper by atty and hsb (W G) to Herbert P Eakin, D: por gr 3291, Hassinger and Pilko streets, Honolulu, Oahu. \$8500. B 264, p 248. Dated Dec 6, 1904.

Herbert P Eakin and wf to Queen's Hospital, M: por gr 3291, Hassinger and Pilko streets, Honolulu, Oahu. \$8000. B 260, p 328. Dated Dec 6, 1904.

E Cott Hobron and wf to Maria I Vieira, D: lot 24 and east half of lot 23, blk 7E, Kapahulu tract, Honolulu, Oahu. \$600. B 264, p 249. Dated Dec 7, 1904.

Claus Spreckels & Co by atty to E C Hobron, Par Rel; lot 24 and east half of lot 23, blk 7E, Kapahulu tract, Honolulu, Oahu. \$150. B 264, p 250. Dated Dec 8, 1904.

Maria I Vieira and hsb (V S) to E G Ferreira, D: lot 24 and east half of lot 23, blk 7E, Kapahulu tract, Honolulu, Oahu. \$800. B 264, p 251. Dated Dec 9, 1904.

C Boite Tr to Abr H Barenaba, Rel: R Ps 1026 and 1025 bldgs, etc, Heela, Koolapoko, Oahu. \$133. B 256, p 98. Dated Dec 8, 1904.

Aberahama H Barenaba to William Henry, M: R Ps 1026 and 1025, bldgs, etc, Heela, Koolapoko, Oahu. \$150. B 260, p 331. Dated Dec 9, 1904.

Entered for Record Dec 17, 1904.

Yee Wo to Chee Yee. . . L

J W Kalo to Samuel Andrews. . . Rpt

Andrew Cox to Yau Lee Yuen. . . L

Manuel da S Orla to Joseph Quelho. . . Rel

**COMMERCIAL NEWS**

BY DANIEL LOGAN.

There has been a general tone of strength in the stock market for the week. Very little is doing in bonds, most issues having been taken up at par. Stocks have not shown any decided change excepting McBryde, which seems to be the feature of the market. It is reported on the street that 1,400 shares sold at \$7 a share or better. Listed sales range from \$5 to \$7.50 for considerable blocks, and a small lot sold as high as \$7.25. A large block has passed at \$7.25. When it is remembered that 2,686 shares of McBryde were sold in November at from \$3.75 to \$5, the advance of this stock will be appreciated. Reason therefor may be found in the strong impression abroad that the company will ere long float its bonds and thus liquidate its current indebtedness. It is generally recognized that the plantation is on the right side at last and making money, so that if the bonds be sold nothing can keep the stock down. Wailalua has picked up a little, but is offered in rather limited amounts. There were sales yesterday of 75 to 100 shares at \$69 and \$70. The increased favor of Wailalua is due to the new water development. Kahuku has taken a jump. A block of 2,700 shares sold lately at \$17.50. Last year's crop was 6,360 tons, while this year's is expected to be fully 8,000 tons. Oahu is a subject of strong inquiry at \$102.50 bid, an advance from last week. With the current price of sugar continued, it is confidently believed that Oahu will, about the middle of the year, go from a one-half per cent. monthly to a one per cent. monthly basis. Against last year's crop of 20,870 tons, Oahu is expected this year to yield 30,000 tons—this on a capitalization of \$3,600,000, as compared with Ewa's \$5,000,000, and crop about the same as Oahu's. This practically assures a wiping out of its indebtedness, with the certain consequence of doubling its dividend. Ewa has gone up about a point, being expected to revert to 1 per cent. monthly. It is being sought after largely in blocks of 500 to 1,000 shares at \$28. Pioneer is also strong, being sought at \$125. Sales took place yesterday, however, at \$127.50. Waimea sugar mill is a coming buy, promising 1,400 tons this year against 627 last. Onomea will have a big surplus this year, which should make it a 1-1-2 per cent. stock. Hawaiian sugar will continue its 1 per cent. basis. An unlisted sale of 500 shares at \$32 is reported. Hawaiian Agricultural is regarded by the wise as a good buy at par. Large transactions have occurred in Kihei, which have not been reported on the exchange. Six or seven thousand shares have changed hands at from \$12 to \$12.50.

Oahu Railway & Land Co. has risen several degrees. There were sales of 150 shares at \$70, showing that people are beginning to realize that this is a good investment stock. Inter-Island Steam Navigation Co., another steady investment, has gone to \$115 bid. There is outside information of a sale of C. Brewer & Co., Ltd., at \$325 and the stock is expected undoubtedly to reach \$400.

The San Francisco market for Hawaiian stocks is strong, though quotations by cable are less frequent than hitherto. There is a demand from there for Wailalua and Hawaiian Sugar. Raw sugar at New York continues at 45 cents, but 88 analysis beats has advanced. Willett & Gray's (N. Y.) circular for Dec. 1, says: "Taking America as normal basis, we find that the speculative Europe is now now above our parity, the chances being, however, that the spirit of speculation will prevent a decline in Europe to the parity of our market. It is much more likely, viewed from the statistical position, that the speculative movement in Europe will soon be renewed with more vigor than ever, especially for contract sugar during the next summer months, which are quoted relatively cheaper than earlier deliveries."

**THE WEEK'S TRANSACTIONS.**

Following are the listed sales on the Honolulu Stock and Bond Exchange for the week in the order made as to each security: Kahuku Plantation Co. (par \$20), 25 shares at \$26.50, 150 and 25 at \$12.50, 25 at \$12, 100 at \$12.50; Ewa Plantation Co. (par \$20), 150 and 160 shares at \$27, 100 at \$27.87½; Pioneer Mill Co. (par \$100), 25 shares at \$125, 7 at \$127.50; Oahu Sugar Co. (par \$100), 19 shares at par; McBryde Sugar Co. (par \$20), 180 shares at \$5.75, 340 at \$7.25; Hawaiian Sugar Co. (par \$20), 500 shares at \$32; Oahu Railway and Land Co. (par \$100), 65 shares at \$70; Hawaiian Commercial & Sugar Co. (par \$100), 150 shares at \$74.50; Wailalua Agricultural Co. (par \$100), 25 shares at \$65.50; Honolulu Rapid Transit and Land Co., common (par \$100), 5 shares at \$65; Wailuku Sugar Co. (par \$100), 10 shares at \$27½; O. R. & L. Co. 6 per cent bonds, \$7000 and \$1000 at 104; Ewa Plantation Co. 6 per cent bonds, \$1000 at par; Kahuku Plantation Co. 6 per cent bonds, \$1000 at par.

Dividends announced on the 15th were: Oahu Railway and Land Co., one half per cent; Oahu Sugar Co., one half per cent; Pepeekeo Sugar Co., 1½ per cent; Hawaiian Sugar Co., 1 per cent.

**REAL ESTATE.**

Dealers in real estate are beginning to look cheerful again. Not that there are many or large transactions, or even any definite hardening of values but there is something doing where nothing had been done for a long time. Inquiries for suburban lots are increasing, with occasional sales ranging from \$200 to \$500 for, say 15,000 square feet. As dealers get lots off their hands they reduce their dead weight of taxes. At present not much cash is going for house lots, payment by installments being the rule.

At Morgan's auction rooms yesterday the Queen's Hospital as mortgagee bought in under foreclosure the Dow residence on Punchbowl for \$2750. H. P. Eakin has bought the Cooper premises at Hassinger and Pilko streets, paying \$6500 and assuming a mortgage for \$6000. The United States Government has paid for portions of the Puu-loa lands wanted for forts. Several conveyances of land to the Wailuku Water Co. are recorded. An unconfirmed rumor is that Colonel Sam Norris has sold Kahuku ranch, Hawaii, to C. Boite for \$140,000. Frans Buchholz's purchase of the Achil ranch, South Kona, under foreclosure, now pending an appeal to the Supreme Court against confirmation. The Government sold at auction 1-82 acres on Tantalus to E H Woodhouse for \$1821, 6721 square feet at Diamond Head to R C A. Peterson, agent, for \$367.55, and lease for five years of 247 acres at Kula, Maui, North Hilo, to C Brewer & Co for \$2200 a year. Among deeds recorded are one from Mand E. Freeman et al to Mrs Mary Phillips of 19,383 square feet at Fort and Kukui streets for \$3750, and one from James B Castle to Territory of Hawaii of Pauoa land for \$2450.

**GENERAL REVIEW.**

Yesterday afternoon and evening Honolulu took on a brilliant holiday aspect with all appearances of brisk business. A most creditable window and interior display is made along the principal retail streets. Buoyant is the word to describe general business anticipations for the new year. Secretary Atkinson has closed a deal in New York for the new Territorial public improvements loan of one million dollars upon an offer of \$1000 premium for the entire issue at 4½ per cent interest. A bill has been introduced in both Houses of Congress appropriating \$1,400,000 for a Federal building in Honolulu. It is generally understood the measure is for the purchase of the Alexander Young building, but private advices from Washington are to the effect that the money will be appropriated regardless of any previous recommendation of either building or site. The Bishop estate is stated to have 20,000,000 feet of marketable koa timber on the island of Hawaii, which, being valued at \$100 per thousand, would, if exported, make the first lumber trade of any consequence these islands have had since the exhaustion of the sandalwood forests several decades ago. Geo. Lycurgus, an experienced caterer, has taken the control and management of the Volcano House, purposing by improvements and reduced rates to popularize the resort with residents, as well as tourists. The Chamber of Commerce has voted, through its directors, to continue support to tourist promotion work. A visit is shortly expected from the French cruiser Protet. Honolulu will achieve manufacturing fame through a contract just awarded to the Honolulu Iron Works Co., in competition with mainland foundries, for a large sugar mill to be erected in Mexico. Up to last night the trouble about the contract for the new Insane Asylum buildings had not been settled. By judicial authorization the Hana Plantation Co.'s property may be sold in parcels if it cannot be as a whole, at the foreclosure sale. The Government has created a forest reserve in the District of Makawao, Maui. A strike of Japanese laborers on McBryde plantation was stopped at incipency by vigorous action of Manager Stodart. Lord & Belser have been awarded the contract for erecting Government workshops in Honolulu. Contractors say that the Government is getting its work done cheaper through keen competition for contracts than similar work can be obtained by private individuals without public invitation of bids. The Chamber of Commerce has secured convenient and suitable quarters on the third floor of the Stangenwald building. The Governor's solicitation of ideas on amendments to the liquor laws has produced a warm discussion between the jobbers and the retailers. Superintendent Holloway has announced a purpose of giving Honolulu a sufficient water supply by a gravity system. The Board of Equalization, consisting of the Territorial tax assessors, adjourned their annual meeting to March 6. Dr. N. Russell through the Advertiser, has put forth the opinion that a commercial supply of iron can be produced from Hawaiian soil. Bids are in the hands of the Superintendent of Public Works for the road from Kahakiki to Honakua and schoolhouses at Oiaa, Halekahu, Kaaubuu and Kawaihae.

**For a University Club.**

At a meeting of the committee on the organizing of a University Club appointed at the Yale-Harvard dinner, additions were made to its number and various sub-committees appointed. The enlarged committee consists of Geo. R. Carter, A. F. Judd and R. B. Anderson of Yale, S. H. Derby and J. T. Cawley of Harvard, F. J. Church of Princeton, Dr. F. Howard Humphreys of Edinburgh, A. L. C. Atkinson of Michigan and Percy Benson of California. It was reported there were 200 persons in Honolulu eligible to membership.

Mrs. E. Faxon Bishop is expected to arrive on the Siberia Friday.

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